

**FOR COUNTY USE ONLY**

County of San Bernardino

**F A S**

STANDARD CONTRACT

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dent. SHR	A	Contract Number	
County Department <b>SHERIFF</b>			Dept. SHR	Orgn. SHR	Contractor's License No.		
County Department Contract Representative <b>ROD HOOPS</b>			Telephone <b>(909) 387-0640</b>		Total Contract Amount		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No. RANGE	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name <b>Weapons Firing Range</b> <b>Use</b>			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

State of California

Address Department of Alcoholic Beverage Control  
3810 Rosin Court, Suite 150

Sacramento, CA 95834-1633

Telephone

(916) 263-6911

Federal ID No. or Social Security No.

hereinafter called **CONTRACTOR****IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**WHEREAS**, the COUNTY operates a Weapons Firing Range located at the Frank Bland Regional Training Center; **AND**

**WHEREAS**, the CONTRACTOR desires to enter into a contract for the use of said Firing Range for the purpose of firearms training or periodic chemical agent (tear gas) training and/or periodic firearms qualification shoots:

**NOW, THEREFORE**, the parties agree as follows:

**I. SCOPE OF SERVICES.**

- A. CONTRACTOR shall make use of the Weapons Firing Range at approximate quarterly intervals during each contractual year. CONTRACTOR shall be provided access to the Range as many times as required to ensure that all CONTRACTOR's law enforcement personnel and/or students

have successfully completed qualifying shoots and/or training sessions. Range use shall take place during normal Range operating hours, at times and dates specified by the Sheriff's Rangemaster. Available Range facilities shall include, but are not limited to, the following: pistol range, rifle range, and classroom facilities.

- B. CONTRACTOR shall coordinate with a designated COUNTY Range Safety Officer regarding the proper use of the Range facilities. CONTRACTOR shall ensure that all CONTRACTOR's personnel and/or students utilizing the Range are knowledgeable with regard to the proper use of Range facilities.
- C. The CONTRACTOR shall supply, at no cost to the COUNTY, a qualified Rangemaster, who has successfully completed a California Peace Officer Standards of Training (P.O.S.T.) approved (or equivalent) firearms instructor course, who shall personally supervise and control the course of training of CONTRACTOR's personnel and/or students at the Range, subject to oversight and approval of the Sheriff's Rangemaster and/or Range Safety Officer. Depending upon the nature of the training activity, Sheriff's Rangemaster and/or Range Safety Officers or equivalent Range personnel may take direct control of the course of training of CONTRACTOR's personnel and/or students with the assistance of CONTRACTOR's Rangemaster.
  - 1. All participants shall conduct themselves in accordance with Range Rules and Regulations, as detailed in Exhibit A attached hereto and incorporated herein by reference.
  - 2. Violations of Range rules and regulations may result in immediate termination of CONTRACTOR's Range privileges.
- D. The CONTRACTOR shall limit the use of COUNTY's range facilities to those personnel and or students currently employed and/or enrolled with CONTRACTOR at the time the Range is used.
- E. CONTRACTOR shall supply and bear the cost of all necessary supplies or equipment, necessary for shoots or training, above those detailed in the Schedule A attached hereto and incorporated herein by reference. CONTRACTOR shall supply all necessary ammunition and weapons. All expended shell casings shall become the sole property of the COUNTY.
- F. CONTRACTOR shall submit a course of fire to the Sheriff's Rangemaster and/or Range Safety Officer prior to CONTRACTOR's initial use of the range facilities. CONTRACTOR shall submit a new course of fire prior to making any change in use of range facilities.

## **II. CONSIDERATION.**

CONTRACTOR shall compensate the COUNTY at the rate of \$10.00 per shooter, per qualifying shoot or training session, based upon the actual number of shooters per session. It shall be the sole responsibility of the CONTRACTOR to ensure that all shooters arrive for all shoots and/or training sessions. CONTRACTOR shall be billed in arrears on a quarterly basis. COUNTY shall have the right to renegotiate the rate for Range usage and supplies provided under this contract at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed to in writing by both parties in the form of an amendment to this contract.

### **III. TERM AND TERMINATION.**

The term of this contract shall be for a period of three years commencing upon the date of approval by the San Bernardino County Board of Supervisors. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination.

### **IV. NOTICES.**

All notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR:	State of California Department of Alcoholic Beverage Control 3810 Rosin Court, Suite 150 Sacramento, CA 95834-1633
COUNTY:	San Bernardino County Sheriff's Department Bureau of Administration P.O. Box 569 San Bernardino, CA 92402-0569

### **V. INDEMNIFICATION.**

To the extent covered by Government Code 895.2 and 895.6, or otherwise permitted by law, the CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any errors or omissions of any persons acting within the scope of their employment with CONTRACTOR and for any costs or expenses incurred by the COUNTY on account of any claim, therefore, except where such indemnification is prohibited by law. CONTRACTOR specifically agrees that this indemnification/defense clause and hold harmless clause is intended to extend to all acts of active or passive negligence whether sole or concurrent, and that CONTRACTOR's duty to indemnify, defend and/or hold harmless is intended to be as broad and inclusive as is permitted by the law of the State of California, and that further if any portion thereof is held invalid, it is agreed that the balance, shall, notwithstanding, continue in full legal force and effect. Nothing herein is intended to preclude CONTRACTOR from seeking indemnity from the COUNTY to the extent the COUNTY, or its employees, agents, or volunteers, are negligent or committed tortuous acts.

### **VI. INSURANCE.**

Without in anyway affecting the indemnity herein provided and in addition hereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. Workers' Compensation. A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONTRACTOR and specifically covering CONTRACTOR's employees' activities at the range facilities.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- B. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than three million dollars (\$3,000,000).
- C. Additional Named Insured. All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights. CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- E. Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- F. Proof of Coverage. CONTRACTOR shall immediately furnish certificates of insurance to the Sheriff's Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the contract, the CONTRACTOR shall furnish certified copies of the policies and all endorsements.

- G. Insurance Review. The above insurance requirements are subject to periodic review by the COUNTY. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- H. Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.
- I. The CONTRACTOR may accomplish the insurance requirements herein through a State approved self-insurance program.

## **VII. AUTHORITY.**

The Sheriff of San Bernardino County shall have the right to exercise the COUNTY's authority under this contract including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

## **VIII. FULL UNDERSTANDING.**

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understandings between the parties with respect to the subject matter hereto. Any amendment to this contract shall be in writing, signed by both parties. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division.

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COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

State of California  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Department of Alcoholic Beverage Control  
Address 3810 Rosin Court, Suite 150  
Sacramento, CA 95834-1633

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

▶  
\_\_\_\_\_  
County Counsel  
  
Date \_\_\_\_\_

▶  
\_\_\_\_\_  
  
Date \_\_\_\_\_

▶  
\_\_\_\_\_  
Department Head  
  
Date \_\_\_\_\_

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<b>Auditor/Controller-Recorder Use Only</b>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## **SCHEDULE A**

### **SUPPLIES AND SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT:**

1. Targets (paper silhouette type only).
2. Target frames.
3. Gun cleaning supplies and a designated area for gun cleaning.

### **ADDITIONAL INFORMATION:**

- CONTRACTOR must provide staple guns and staples.
- Inmate assistance for range set up and target maintenance is available on a limited basis and is not guaranteed.
- Nighttime use of the range facilities is available on a limited basis and must be approved by the Sheriff's Rangemaster and/or Range Safety Officer.



# NOTICE

## RANGE SAFETY ADVISORY

### THE FOLLOWING SAFETY PROCEDURES WILL BE STRICTLY ENFORCED:

1. Upon arrival, all weapons are to remain holstered until instructed to report to the firing line and given commands for the course of fire.
2. All shooters must wear proper ear and eye protection as approved by the Range Safety Officer.
3. Weapons are to be loaded or down loaded at the firing line or as otherwise instructed by the Range Safety Officer.
4. Only magazines and speed loaders may be down loaded and replaced with live ammunition in the staging area.
5. After completing your course of fire, weapons are to be re-holstered upon leaving the firing line.
6. Weapons may be un-holstered in the cleaning room and rendered safe for cleaning by using the bullet containment system located in the cleaning room.
7. A duty round may only be re-chambered at the firing line or by using the bullet containment system located in the cleaning room.
8. Violation of any safety rule will result in removal of the violator from the Range. Flagrant safety violations could lead to suspension of future range privileges to the violator and/or the agency or organization the violator represents.

IF THERE ARE ANY QUESTIONS, PLEASE CONSULT THE RANGE STAFF